

State:	District of Columbia	Filing Company:	NOVA Casualty Company
TOI/Sub-TOI:	17.2 Other Liability-Claims Made Only/17.2001 Commercial General Liability		
Product Name:	CW Manufacturers E&O		
Project Name/Number:	Specialty/Nova/GL/CW-GL-19702		

Filing at a Glance

Company:	NOVA Casualty Company
Product Name:	CW Manufacturer's E&O
State:	District of Columbia
TOI:	17.2 Other Liability-Claims Made Only
Sub-TOI:	17.2001 Commercial General Liability
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Author(s):	Jenifer Kochis, Robert Hayden
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General Information

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Created By: Jenifer Kochis Submitted By: Robert Hayden
Corresponding Filing Tracking Number: HNVR-132211363

Filing Description:

Nova Casualty Company respectfully submits two new forms to be used with our General Liability policies. This filing introduces liability coverage for wrongful acts arising out of the errors and omissions of manufacturing operations.

In support of this filing, we are providing the following:

- Forms
- Form Memorandum
- Any required transmittals and checklists
-

Thank you for your attention and review of this SERFF submission. Should you have any questions regarding this filing, please contact this office.

Company and Contact

Filing Contact Information

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Filing Company Information

NOVA Casualty Company	CoCode: 42552	State of Domicile: New York
440 Lincoln Street	Group Code: 88	Company Type: Property and
Worcester, MA 01653	Group Name: Hanover Insurance	Casualty
(508) 855-1000 ext. [Phone]	Group	State ID Number:
	FEIN Number: 16-1140177	

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:

State:	District of Columbia	Filing Company:	NOVA Casualty Company
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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		MANUFACTURER'S ERRORS AND OMISSIONS LIABILITY COVERAGE FORM	AGL08360116	01 16	PCF	New			AGL08360116 Manufacturer's E&O Coverage Form.pdf
2		MANUFACTURER'S ERRORS AND OMISSIONS ADDITIONAL EXTENDED REPORTING PERIOD ENDORSEMENT	AGL08370116	01 16	END	New			AGL08370116 Additional Extended Reporting Period_Remainin g Agg.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

MANUFACTURER'S ERRORS AND OMISSIONS LIABILITY COVERAGE FORM

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
 DEFENSE EXPENSES ARE PAYABLE WITHIN AND NOT IN ADDITION TO THE LIMITS OF INSURANCE.
 PLEASE READ THE ENTIRE FORM CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage		Limits Of Insurance	
Manufacturers Errors & Omissions Liability – Claims Made		\$	Each Wrongful Act
		\$	Aggregate
Retroactive Date:	(Enter date or "none" if no retroactive date)		
Premium:	\$		

- A.** The following is added to the Commercial General Liability Coverage Part Preamble:
 This is a claims-made Policy. "Claims" and "suits" must be first made against the insured during the "policy period" or during any Extended Reporting Period, if applicable, and reported to us under the terms of **PARAGRAPH G**, subparagraph 1.a. **Duties In The Event Of "Claim" Or "Suit"**.
 "Defense expenses" are payable within, not in addition to the Limits of Insurance.
- B.** The following is added to **SECTION I – COVERAGES:**
COVERAGE - MANUFACTURERS ERRORS AND OMISSIONS LIABILITY CLAIMS MADE
- 1. Insuring Agreement**
- a.** We will pay those sums that the insured becomes legally obligated to pay as "damages" because of any "wrongful act" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" because of a "wrongful act" to which this insurance does not apply. We may, at our discretion, investigate and settle any "wrongful act", "claim" or "suit" that may result. However:
- (1) The amount we will pay for "damages" and "defense expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
 - (2) Our right and duty to investigate, defend, pay or settle ends when we have exhausted the applicable Limits of Insurance for "defense expenses" or in the payment of judgments or settlements.
- b.** This insurance applies to any "wrongful act" that:
- (1) Takes place in the "coverage territory";
 - (2) Did not occur before the Retroactive Date, if any, shown in the Schedule, or after the end of the "policy period"; and
 - (3) A "claim" or "suit" against any insured for "damages" caused by a "wrongful act" is first made or brought against any insured, in accordance with paragraph **c.** below, during the "policy period" or an Extended Reporting Period we provide under **PARAGRAPH H – EXTENDED REPORTING PERIODS**, if applicable.
- c.** A "claim" or "suit" will be deemed to have been made or brought against any insured at the earlier of the following times:
- (1) When notice of such "claim" or "suit" is received by any insured and reported to us in writing; or
 - (2) When a "claim" is made directly to us in writing.
- All "claims" or "suits" resulting from a "wrongful act" or a series of "interrelated wrongful acts" will be deemed to have been first made or brought against any insured at the time the first of those "claims" or "suits" is made or brought against any insured.
- d.** All "interrelated wrongful acts" shall be considered a single "wrongful act" and all "interrelated wrongful acts" will be deemed to have been committed at the time the first "interrelated wrongful act" was

committed. All "claims" or "suits" arising out of the same "wrongful act" or "interrelated wrongful acts" by one or more insureds shall be considered a single "claim".

- e. We will pay, with respect to any "claim" we settle, or any "suit" against an insured we defend, "defense expenses" incurred by us.

Payments of "defense expenses" are included in and are not in addition to the Limits of Insurance shown in the Schedule.

C. For the purposes of the coverage provided by this endorsement, **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. **Exclusions** is amended as follows:

1. The following **Exclusions** are deleted and replaced by the following:

- a. **Contractual Liability**

This insurance does not apply to any "claim" or "suit" arising out of a "wrongful act" for which the insured is obligated to pay "damages" by reason of the assumption of liability in an oral or written contract or agreement. This exclusion does not apply to liability for "damages" that the insured would have in the absence of the contract or agreement.

- b. **Pollution**

This insurance does not apply to any "claim" or "suit" based upon or arising out of any actual, alleged or threatened presence, discharge, dispersal, seepage, migration, release or escape of "pollutants", or any loss, cost or expense that arises out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) "Claim" or "suit" by or on behalf of a governmental authority for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this exclusion does not apply to "damages" arising out of heat, smoke or fumes from a hostile fire. Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

2. The following **Exclusions** are added:

This insurance does not apply to any "claim" or "suit":

- a. **Asbestos, Lead And Silica**

Based upon or arising out of any actual, alleged, or threatened, loss or damage of any kind whether directly or indirectly arising out of, resulting from, or related to:

- (1) Asbestos;
- (2) Lead; or
- (3) Silica or silica-related dust

in any form, regardless of its purpose, usage, or condition, including but not limited to:

- (1) Any cost or expense relating to the investigation or defense of any "claim", loss, damage, "suit" or any other proceeding. We do not have any duty to defend any insured against anyone seeking "damages";
- (2) Any cost or expense relating to any request, demand, or order, statutory or regulatory requirement, that any insured or others test for, monitor, clean up, remediate, encapsulate, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects or asbestos, lead or silica; or
- (3) Any fines, penalties, or assessments of any kind.

Silica means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds. Silica-related dust means a mixture or combination of silica and other dust or particles.

This exclusion applies whether the loss or "damage" was existing prior to or occurring after the effective date of this policy.

- b. **"Bodily Injury", "Property Damage" And "Personal and Advertising Injury"**

Based upon or arising out of:

- (1) "Bodily Injury";
- (2) "Property damage", other than damage to the property of others which is on your premises for the purpose of having "your work" performed on it; and
- (3) "Personal and advertising injury".

- c. **Cost Guarantees**

Based upon or arising out of loss due to cost guarantees because of an error or omission:

- (1) In the preparation of estimates of probable job costs, or cost estimates being exceeded; estimates of profit or return on capital;
- (2) In advising or failure to advise on financing of the work or project; or

- (3) In advising or failing to advise on any legal work, title checks, form of insurance, or suretyship.
 - d. **Intentional, Dishonest, Fraudulent, Criminal Or Malicious Acts**
Based upon or arising out of any intentional, dishonest, fraudulent, criminal or malicious "wrongful act" committed by the insured, any person for whom the insured is legally responsible, or any person with the consent or knowledge of the insured.
 - e. **Infringement Of Copyright, Restraint Of Trade And Theft Of Intellectual Property**
Based upon or arising out of:
 - (1) Infringement of copyright, trademark, patent, trade secret, or other intellectual property rights; or
 - (2) Restraint of trade, unfair trade practices, or consumer protection practices; or
 - (3) Theft or wrongful taking of concepts or intellectual property.
 - f. **Installation**
Based upon or arising out of installation of "your product" by others. However, this exclusion does not apply to a "claim" or "suit" based upon or arising out of inadequate instructions provided by you.
 - g. **Loss of Profit**
For your loss of profit or expected profit.
 - h. **Nuclear Material**
Based upon or arising out of the hazardous properties of any nuclear material. Hazardous properties means radioactive, toxic, or explosive properties of nuclear material.
Nuclear material means any nuclear material as defined in the Federal Atomic Energy Act or any of its amendments.
 - i. **Professional Services**
Based upon or arising out of the rendering or failure to render architectural, drafting, inspection or engineering services by you including the preparation or approval of designs, specifications, maps, plans, opinions, reports or surveys.
 - j. **Project Completion**
Based upon or arising out of any failure to begin "your work" or to complete "your work" on time as required by contract or agreement.
 - k. **Project Costs**
Based upon or arising out of costs to comply with your contracts or agreements.
 - l. **Wear and Tear**
Based upon or arising out of wear and tear, gradual deterioration, age, obsolescence, or any structural or technological incompatibility.
- D. For the purposes of the coverage provided by this endorsement, **SUPPLEMENTARY PAYMENTS** is deleted and replaced by the following:
- Supplementary Payments**
We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:
- 1. The cost of bonds to release property that is being used to secure a legal obligation, but only for bond amounts within the applicable Limits of Insurance. We do not have to furnish these bonds.
 - 2. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - 3. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - 4. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limits of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - 5. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
- However, we have no obligation to make any Supplementary Payments once the Limits of Insurance shown in the Schedule are exhausted.
- We have the right to appeal any judgment against an insured who we have defended in a "suit" covered under this policy. If we choose to appeal such judgment, we will pay the expenses associated with the appeal including post judgment interest and the cost of appeal bonds, if any. Such appeal expenses will not reduce the Limits of Insurance. But, the most we will pay for "damages" is limited by the Limits of Insurance.
- E. For the purposes of the coverage provided by this endorsement, **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:
- Who Is An Insured**
- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of

which you are the sole owner.

- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business. However, no person or organization is an insured for the conduct of any current or past partnership or joint venture that is not named in the Declarations of this policy.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "employees" but only for work done within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
 - (1) Injury to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business while performing duties related to the conduct of your business;
 - (2) Injury to spouse, child, parent, brother or sister of that co-"employee" as a consequence of paragraph (1) above;
 - (3) Injury for which there is any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury described in paragraphs (1) or (2) above; or
 - (4) Injury arising out of his or her providing or failing to provide professional health care services.
 - b. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been approved.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.
 - d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is a no other similar insurance available to that organization. However:
 - (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the "policy period", whichever is earlier; and
 - (2) Coverage under this provision does not apply to "wrongful acts" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

- F. For the purposes of the coverage provided by this endorsement, **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

Limits of Insurance

- 1. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay for "damages" resulting from any "wrongful act" or "interrelated wrongful acts" regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits".Subject to the Aggregate Limit of Insurance, the Each "Wrongful Act" Limit of Insurance is the most we will pay for all "damages" and "defense expenses" for all "claims" or "suits" arising out of the same "wrongful act" or "interrelated wrongful acts".
- 2. All "claims" or "suits" arising out of the same "wrongful act" or "interrelated wrongful acts" will be considered to be based on a single "wrongful act" and only one Each "Wrongful Act" Limit of Insurance as shown in the Schedule will apply.
- 3. The Aggregate Limit of Insurance is the most we will pay for the sum of:
 - a. All "damages"; and
 - b. All "defense expenses"because of all "wrongful acts" to which this insurance applies.

The Limits of Insurance of this Coverage Form apply separately to each consecutive annual period and to any

remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Declarations, unless the "policy period" is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

G. For the purposes of the coverage provided by this endorsement, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. The following Conditions are deleted and replaced by the following:

a. Duties In The Event Of "Claim" Or "Suit"

- (1) You must see to it that we are notified as soon as practicable of a circumstance, incident, event or occurrence of a "wrongful act" which may result in a "claim" or "suit". To the extent possible, notice should state:
 - (a) The "wrongful act" that may give rise to a "claim" or "suit";
 - (b) The specific circumstances surrounding the "wrongful act" that may give rise to a "claim" or "suit"; and
 - (c) The names and addresses of anyone who may suffer "damages" as a result of the "wrongful act".
- (2) If a "claim" is made or "suit" is brought against any insured, you must:
 - (a) Immediately record the specifics of the "claim" or "suit" and the date received; and
 - (b) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

(3) You and any other involved insured must:

- (a) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "claim" or "suit";
 - (b) Authorize us to obtain records or other information;
 - (c) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - (d) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply.
- (4) No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.**

b. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under **Manufacturer's Errors and Omissions Liability**, our obligations are limited as follows:

(1) Primary Insurance

This insurance is primary except when Paragraph (2) below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph (3) below.

(2) Excess Insurance

- (a) This insurance is excess over:
 - (i) Any of the other insurance, whether primary, excess, contingent or on any other basis that is **Manufacturer's Errors and Omissions Liability** or similar coverage for "your work";
- (b) When this insurance is excess, we will have no duty under **Manufacturer's Errors and Omissions Liability** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (c) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (ii) The total of all deductible and self-insured amounts under all that other insurance.
- (d) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Form.

(3) Method of Sharing

- (a) If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

- (b) If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

2. The following **Condition** is added:

a. **Two Or More Coverage Parts, Endorsements Or Policies Issued By Us**

It is our stated intent that the various coverage parts, endorsements or policies issued to you by us, or any company affiliated with us,

(1) Do not provide any overlap or duplication of coverage for the same "claim" or "suit" and

(2) The maximum limit shall not exceed the highest applicable Limit of Insurance when there are two or more coverage parts, endorsements or policies issued by us.

This condition does not apply to any Excess or Umbrella policy issued by us.

H. For the purpose of the coverage provided by this endorsement, the following is added:

Extended Reporting Periods

1. This Coverage Form provides a Basic Extended Reporting Period without an additional charge which starts with the end of the "policy period" and lasts for sixty (60) days and will be provided if:

- a. This Coverage Form is cancelled or not renewed;
- b. We renew or replace this Coverage Form with insurance that does not apply to a "wrongful act" on a claims-made basis; or
- c. We renew or replace this Coverage Form with insurance that has a Retroactive Date later than the date shown in the Schedule.

2. An Additional Extended Reporting Period is available from us if:

- a. This Coverage Form is cancelled or not renewed; or
- b. We renew or replace this Coverage Form with insurance that does not apply to a "wrongful act" on a claims-made basis.

3. This Additional Extended Reporting Period is available as a one-time option, for a period up to five (5) years, and is only provided by endorsement and for an additional premium. This Additional Reporting Period starts when the Basic Extended Reporting Period ends.

4. This Additional Extended Reporting Period additional premium will be determined in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Form for future payment of "damages"; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Form.

5. In order to obtain the Additional Extended Reporting Period, you must give us a written request for the Additional Extended Reporting Period endorsement together with the full payment of the additional premium and any premium you owe us for coverage provided under this Coverage Form within 60 days after the end of the "policy period". Once the premium is paid, the Additional Extended Reporting Period may not be cancelled.

6. The Basic Extended Reporting Period and Additional Extended Reporting Period do not:

- a. Extend the "policy period" or change the scope of coverage provided. They only apply to "claims" or "suits":
 - (1) First made during the Basic or Additional Extended Reporting Periods;
 - (2) In which the "wrongful act" occurs before the end of the "policy period"; and
 - (3) The "wrongful act" did not commence before the Retroactive Date, if any.
- b. Reinstate or increase the Limits of Insurance. The Limits of Insurance available for the Basic or Additional Extended Reporting Periods shall be the remaining amount, if any, of the Limits of Insurance available at the time this Coverage Form was cancelled or not renewed.
- c. Apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the Limits of Insurance applicable to such "claims" or "suits".
- d. Afford primary coverage. This Extended Reporting Period is excess over any other available insurance after the Extended Reporting Period begins.

I. For the purposes of the coverage provided by this endorsement, **SECTION V – DEFINITIONS** is amended as follows:

1. "Claim" means an oral or written demand for "damages".

2. "Damages" means the following:

- a. "Loss of use".
- b. Costs to repair or replace the property of others which is on your premises for the purpose of having "your work" performed on it by an insured, and which has been damaged as a result of "your work".

But “damages” does not include:

- (1) Refunds or penalties required to be paid to others under any contract or agreement;
 - (2) Costs and expenses incurred by or on your behalf to fulfill a warranty, representation or promise provided with “your product” or “your work”;
 - (3) Costs and expenses incurred by you or others to withdraw or recall “your product” or “your work”, or any part of such product or work, or any product or work into which “your product” or “your work” is incorporated, from the marketplace or from use by any person or organization; or
 - (4) The cost of “your product” or “your work”.
3. “Defense expenses” means the reasonable and necessary fees, costs or expenses which can be directly allocated to a particular “claim” or “suit” including:
- a. Fees of counsel who are not employed by any insured; or
 - b. Court, alternative dispute resolution and other specific items of expense, whether incurred by an outside vendor or by one of our employees, including:
 - (1) Expert testimony;
 - (2) Witnesses or summonses;
 - (3) Copies of documents;
 - (4) Arbitration fees;
 - (5) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a “claim” or “suit”; or
 - (6) Fees or costs for loss prevention or engineering personnel for services which are conducted as part of handling a “claim” or “suit”.
4. “Interrelated wrongful acts” means all “wrongful acts” which are logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event, result, injury, or decision.
5. “Loss of use” means:
- a. Loss of use of tangible property that is not physically damaged;
 - b. Income lost by the claimant due to a covered period of loss of use. Income means the net profit or loss before income taxes that would have been earned or incurred during the period of loss of use. Income includes continuing normal operating expenses incurred, including payroll, incurred during the period of loss of use. Income does not include any salvage or resale value of the property suffering the loss of use;
 - c. Costs and expenses paid by the claimant to reduce the loss of use, except for the cost of any replacement for “your product” or “your work” but only if the costs and expenses paid reduce the total “damages”; and
 - d. The amount by which the cost of any replacements for “your product” or “your work” exceeds the cost of “your product” or “your work”.
- However, loss of use does not include loss of use of other property arising out of the sudden and accidental injury to “your product” or “your work” after it has been put to its intended purpose.
6. “Policy period” means the period of time from the inception date of this Coverage Form to the expiration date shown in the Declarations, or its earlier cancellation or termination date. The “policy period” does not include the Basic Extended Reporting Period or Additional Extended Reporting Period.
7. “Property damage” means:
- a. Physical injury to tangible property, including all resulting loss of use of that property; or
 - b. Loss of use of tangible property that is not physically injured.
8. “Wrongful act” means any actual or alleged error or omission, defect, inadequacy, or dangerous condition in “your product” or “your work”. However, a “wrongful act” does not include any actual or alleged infringement of the following rights or laws, including but not limited to:
- a. Copyright;
 - b. Patent;
 - c. Trade dress;
 - d. Trade name;
 - e. Trademark;
 - f. Trade secret;
 - g. Piracy or plagiarism; or
 - h. Any other intellectual property right of law.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MANUFACTURER'S ERRORS AND OMISSIONS
ADDITIONAL EXTENDED REPORTING PERIOD ENDORSEMENT**

This endorsement modifies insurance provided under the following:

MANUFACTURER'S ERRORS AND OMISSIONS LIABILITY COVERAGE FORM (CLAIMS-MADE VERSION)

SCHEDULE

Effective Date of Endorsement:
Extended Reporting Period:
Premium: \$

1. An Additional Extended Reporting Period Endorsement is provided, as described in Paragraph **H. Extended Reporting Periods** and applies for the period of time as shown in the Schedule above.
2. Paragraph **F. Limits of Insurance**, subparagraph **4.** is deleted and replaced by the following:
 4. The Aggregate Limit of Insurance is the most we will pay for the sum of:
 - a. All "damages"; and
 - b. All "defense expenses"because of the total of all "claims" first received by any insured and reported to us in writing during the "policy period" and during the Additional Extended Reporting Period.
3. This endorsement will not take effect unless the additional premium shown in the Schedule above is paid. Once in effect, this endorsement may not be cancelled. The premium for the Additional Extended Reporting Period Endorsement will be deemed fully earned as of the date it is purchased.

All other terms and conditions of the policy remain unchanged.

State:	District of Columbia	Filing Company:	NOVA Casualty Company
TOI/Sub-TOI:	17.2 Other Liability-Claims Made Only/17.2001 Commercial General Liability		
Product Name:	CW Manufacturers E&O		
Project Name/Number:	Specialty/Nova/GL/CW-GL-19702		

Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	N/A - this is not a PPA filing
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	N/A - we are not a third party filer
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A - not applicable to this filing
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A - not applicable to this filing
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Forms Memorandum
Comments:	
Attachment(s):	CW Forms Memo (AGL0836 and AGL0837).pdf
Item Status:	
Status Date:	

Explanatory Memorandum Forms

NOVA Casualty Company (NCC), a member of Insurance Services Office (ISO), would like to file the following forms for use with Division Six – General Liability

In compliance with the insurance laws and regulations in your state, NOVA Casualty Company (NCC), respectfully submits new forms for use with General Liability policies. This filing introduces liability coverage for wrongful acts arising out of the errors and omissions of manufacturing operations.

Forms

We are submitting 2 forms for your review:

- **AGL0836** provides Manufacturers E&O coverage and is claims-made with defense expenses payable within the limit of liability.
- **AGL0837** is an endorsement that provides an additional extended time period for reporting claims.